

# United States District Court, Northern District of Illinois

Name of Assigned Judge or Magistrate Judge	Robert Dow, Jr.	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	08 C 4514	DATE	6/7/2011
CASE TITLE	Super 8 Worldwide, Inc. Vs. American Lodging Partners, Inc., et al.		

## DOCKET ENTRY TEXT

In view of the recent filings in this matter [see especially 74, 90], the Court (1) dismisses Defendant Vir on all counts, without prejudice, (2) dismisses Defendants American Lodging Partners, Inc., Khanna, and Mehta on all counts, without prejudice, pursuant to the settlement agreements and joint stipulations for dismissal, with each party to bear its own costs, expenses, and attorneys' fees, and (3) retains jurisdiction over this matter for the sole purpose of enforcing the terms of the settlement agreements, including but not limited to the possible entry of a consent judgment. Plaintiff's motion to dismiss and request to enter a final judgment [74] is stricken as moot in light of the foregoing agreed/uncontested disposition of this matter. Please see below for further explanation.

■ [ For further details see text below.]

Notices mailed by Judicial staff.

## STATEMENT

Upon the Court's review of the docket in this matter, it appears that all proceedings are complete and the case should be terminated. Of the four original Defendants, Plaintiff has moved to voluntarily dismiss Defendant Vir [see 74, at 2], on whom Plaintiff was unable to obtain service. See Fed. R. Civ. P. 41(a)(1)(A)(I). In regard to the other Defendants, on February 15, 2011, a joint stipulation for dismissal without prejudice pursuant to settlement (see Fed. R. Civ. P. 41(a)(1)(A)(ii)) was filed [see 74-1] as to Plaintiff's claims against Defendant American Lodging Partners, Inc. and Defendant Khanna. A similar joint stipulation for dismissal without prejudice pursuant to settlement (again see Fed. R. Civ. P. 41(a)(1)(A)(ii)) was filed as to Plaintiff's claims against Defendant Mehta was filed [see 90] on May 25, 2011. The stipulated dismissals as to Defendants American Lodging Partners, Inc., Khanna, and Mehta are without prejudice, with each of the parties to bear their own attorneys' fees and costs. In addition, the parties have requested that the Court retain jurisdiction over this matter for purposes of enforcing the terms of the settlement agreements, including but not limited to the possible entry of a consent judgment (see *Kokkonen v. Guardian Life Ins. Co.*, 511 U.S. 375, 380-81 (1994)).

In light of the foregoing, the Court (1) dismisses Defendant Vir on all counts, without prejudice, (2) dismisses Defendants American Lodging Partners, Inc., Khanna, and Mehta on all counts, without prejudice, pursuant to the settlement agreements and joint stipulations for dismissal, with each party to bear its own costs, expenses, and attorneys' fees, and (3) retains jurisdiction over this matter for the sole purpose of enforcing the terms of the settlement agreements, including but not limited to the possible entry of a consent judgment. Any party wishing to enforce a settlement agreement may file an appropriate motion for enforcement in this Court. Finally,

**STATEMENT**

Plaintiff's motion to dismiss and request to enter a final judgment [74] is stricken as moot in light of the foregoing agreed/uncontested disposition of this matter.

A handwritten signature in black ink, appearing to read "Noland", is written over the text area.